

1888-021
Lee Co

Chancery Causes: Hurst + Shelbourn } vs. Elkanah Wynn &

Hurst, Shelbourn, Brown, Minter, Gilley, Pridemore, Witt, Legg,
Bailey, Shoemaker, Huff, Orr

CA-Debt

T-Property

To the Hon. H. S. K. Morison Judge of
The Circuit Court of Lee County,
Va.

Your Orators Wm. S. Hurst and
S. C. Shelburn, merchants and
partners under the firm name
and style of Hurst and Shelburn
Humbly Complaining would re-
spectfully represent, that in the
Course of their business, one Elkanah
Hyma, gave to one E. Brown an
order for goods to their store, dated
Oct. 9th, 1886, which is herewith filed
as part hereof marked "A" and on
April 2^d 1887 said Hyma accepted
the amount of \$69.94, in pursuance
of said order, in writing signed by
him. This acceptance is also herewith
filed marked "B" and is prayed to
be considered as part hereof. They
also purchased from Wm. S. Hurst
a due bill dated Nov. 4th 1886, which
has a balance of \$10.84, due thereon.
These sums are each due your
Orators. This last due bill will
also be found filed herewith as
part hereof marked "C" and is also
prayed to be considered as part hereof.
The said Hyma is a non resident

of this Commonwealth, but has debts due him in the State of Virginia and County of Lee: He has a debt due from one Wm T. Gilley for the sum of one hundred dollars; which is a sum which the creditors are advised sufficient to pay their claim.

The object of this bill therefore is to obtain a decree, against said E. Wynn for the amount due from him, and to have the debt due from Wm T. Gilley attached and held liable for the payment of the same, and to this end they pray that Elkanah Hymms E. Brown and ^{Wm T. Gilley} ~~Left~~ ^{Wm T. Gilley} ~~Munster~~ be made parties defendants to this bill and answer its allegations upon oath and upon a hearing a decree be rendered making disposition of said claims and debts in accordance with the object & prayer of this bill and for all other further and general relief may be issued.

A. L. Friedman
for Plffs

Yours alleges that, the timber of said
Brown, has been sold long
before the institution of this suit
and so the said, money due
under said order was due &
payable by reason of its
sale of said logs long before
the institution of this suit - And so
the retained money in its order for
\$35.84, has long since been paid
and said order due & payable
And its timber being thus sold
as stated the order of its said
Wym. to pay when sold, be-
came due & action thereon ac-
crued & became due & pay-
able long before its institution
of this suit -

8.50
 3.10
 5.00
 4.50
 5.00
 34.00

Hurst & Shelburn

Bill Chy
 Foreign attachment

E. Hyman et al

1887 May. Bill filed
 order sub. vs non resident

Sha Ed on home debts
 + D. Kiser as to them

" June July Cont'd.

" Aug. Order sub. Cont'd.
 D. Kiser confirmed &

Cause set for hearing.

1888 Apr. Decree & ault

" Sept Decree final

8.50

72

40

1.66

11.28

2.50

1.66 to Aug 1 1885
 34.00
 2.50
 38.16
 18.00
 20.16

To the Hon. John A. Kasey Judge,
of the Circuit Court of Lee County.

Your petitioner A. L. Pridemore
would respectfully represent that
he was a member of the late
law-firm of Hagan & Pridemore -
and that on the dissolution of
of said firm he became enti-
tled to all debts due said firm
for professional services ren-
dered in the County of Lee -

Said firm had due them for
professional services a judge-
ment against Samuel K. Duff Jr.
James D. Duff & Morgan Duff for
\$105.20 to be discharged by \$52.60
with legal interest from the 20th
day of Sept. 1877 till paid and
\$3.27 cost. On this there is a
Credit of \$6.55 paid about the
date of said judgement - is all
that is known to him to have
been paid.

This judgement has been long dock-
eted so as to constitute a lien
upon the defendants land -

One R. D. Flanery has now a
bill pending in this Hon.
Court to enforce a lien upon said

Duffy (J. H.) land. In this suit your
petitioner is advised he has such an
interest as that he should be made
a party, or at least that his said
judgment should be therein
considered and enforced. To that
end he prays that the plff so
amend his bill and allow your
petitioner to be made a party
& file his answer setting up his
said judgment & as in duty
bound he will ever pray &c
A. S. Ridemore

A. L. D.
K. L. Ridmore

In *Chloris*

Henry C. Duff

Virginia.

Lee Circuit Court.

Honorable W. S. K. Morrison Judge
of The said Court in Chancery.

The demurer and separate
answer of Elkanah Hymn a cit-
-izen of The State of Kentucky to a
bill of Complaint exhibited in this
Honorable Court against him and others.
Respondent for demurer says, The
Complainant's bill is not suf-
-ficient in law; but if any other
or further answer is required, he
says, it is true, that he gave an order
to The Store of Complainant, add-
-ressed to one Jasper With a clerk
in The Store of Complainant, dated
October the 9th 1886 and filed as
exhibit "A," with Complainant's
bill. It is true also, that Respondent
accepted an order for the sum
of \$ 69.94 cents, which acceptance
bears date April 2nd 1887 and is
filed with Complainant's said bill
as exhibit "B.". This order of October
9th 1886, and the acceptance of

April 2nd 1887, each and both
of them clearly and unmistakably
show that Respondent is not due
the complainant any thing
or is bound for any sum of money
until certain timber belonging
to the said Brown is sold, and
the said order of October 9th 1886
and the said acceptance of April
2nd 1887 is here invoked as evidence
of this fact, marked 'A' & 'B' res-
pectively. When the timber afore-
said is sold, then Respondent
will be ready to make good his
undertaking, until which time
there is no obligation either legal
or moral binding upon this
Respondent to answer the de-
mand of the complainant.

There is nothing due by him
to warrant this proceeding.

Respondent denies that Com-
plainant purchased of

Miller a due bill against
him on which there is a balance
of \$10.84 due. He denies that the
paper filed with complainant
bill as exhibit 'C', ever upon

its face purports to be a due bill, an inspection of which is invoked by the Court.

Respondent denies any knowledge of such paper, denies that he ever executed any such paper or authorized it to be done, denies any and every kind of connection with it, and is much surprised to see such paper filed as an exhibit in this cause, purporting to be genuine. Let it be what it may, it's a forgery, and no liability rests upon him to pay it, or any part of it. Respondent admits he is a non resident of the State of Virginia, but denies that Mr. J. Gilly owes him a debt of one hundred dollars, having long prior to the institution of this suit sold and assigned to one W. C. Hymn a note which he held on Mr. J. Gilly, C. B. Howard and J. E. Hobbs, the date of which assignment is November 2nd 1886, and has long since, and before the institution of this suit rec'd in full payment from the said W. C. Hymn, the value

of the said note. Respondent
denies that W. J. Gilly owes him any
sum of money evidenced by note
except jointly with the said Hoobler and
Howard, and denies any property
whatever in this note, but avers
the same to be in the said M. C. Gilly.

Having now fully answered each
every and all the allegations of
Complainant's bill, your Respondent
prays to be hence dismissed with
his proper costs in this behalf made
unjustly expended, and as in
duty bound he will ever pray

Richmond & Ore.

P. Dwyer

Virginia }
Lu County } ss.

This day personally
appeared Ekanah Dym before me
the undersigned and made oath
in due form of law, that the matters
and things set forth in the foregoing
answer are true, Given under
my hand this the 29th day of
August 1887.

James W Orr, Court
in chancery.

R & O.

Elkanah Hyman

ads

} answer

Ward & Sheldon

Filed in open
Court by leave
thereof, to which
Plff replied
Generally Sept
2-1887

J. H. Hyatt

Hurst + Shelburne Defts.

against-

S. Wynn et als

Defts

In Chancery

It ^{appearing to the Court} being ~~admitted~~ by the Counsel
~~for~~ the parties to this ~~suit~~, that the
matters here involved have been
settled between the parties, and that
the cause is to be dismissed each party
paying one half of the costs. It is there-
fore ordered that this cause be dis-
missed each party paying one half
of the costs. And the cause is stricken
from the docket.

Murst & Shelbourn

vs { Decree Final

E. Wynn et als

Entered Page 155

Hyatt Clerk

Enter this decree

H. S. K. M.

Sept-5th 1888.

Hurst & Shelburne

against-

E. Wynn et als

Plffs

Defts

In Chancery.

This cause came on this day to be heard upon the exceptions filed by the plaintiffs to the depositions filed in the cause by defendants, on the 23rd day of March 1888, and the exceptions of the defendants taken to the deposition filed in the cause by plaintiffs March 26th 1888, and was argued by Counsel.

On consideration whereof said exceptions are each sustained, and said depositions are quashed, and an motion of the plaintiffs and for reasons appearing to the Court leave is granted them to retake their said deposition, and an motion of the defendants and for reasons appearing to the Court leave is likewise granted them to retake their said depositions. And the Cause is continued until the next term.

Tusnet & Shelburn

vs { Order.

E. Wynn et al.

Entered Chcy

"C.B." page 132

J. A. Hyatt & Co.

Enter this Order
H. S. K. M.

Apr 5 1888.

Hurst & Shelbourn

against-

E. Wyman et al

Lefts

In Chancery.

This Cause came on again to be heard upon

the makers formerly ready in the cause.

upon filed by defendants plaintiffs: filed
and the exceptions to the depositions, ~~of~~
in the Cause Nov. 14th 1887,

~~plaintiff~~ filed by defendants, and was argued

by Counsel, On consideration whereof it is

adjudged, ordered and decreed that said

depositions he and are herby quashed, and

lease is granted the plaintiffs to retake ~~say~~ the

~~reception~~ Same, and on motion of the defend

ants, and for reasons, appearing to the Court,

the depositions filed ^{by them} in the Cause Decr 5th 1887.

are likewise quashed, and leave is given

them to retake the same. And the cause is

Continued.

Murst & Shellbourn

vs { Order

E. M. M. M. M.

Entered page 103

C. O. B. no. 3

J. G. Huattae

Enter this Order.

H. S. K. M.

Decr 9th / 887.

Hurst & Shelburn Plffs } In the Circuit
 Against } Court of Lee Co
 E. Wynn &c Defts } Va

The deposition of J. F. Witt
 taken pursuant to motion herewith filed taken
 before

on the 12 day of Nov. 1887 at the Stone-house
 of Hurst & Shelburn in Lee County Va. To be
 read as evidence in a suit now pending
 in the Circuit Court of Lee County Va
 in which Hurst & Shelburn are Plaintiff and E.
 Wynn &c are deft. The deponent being of lawful
 age and after first being duly sworn by
 me ~~the~~ deposes and says as follows.

Question first by Plff

Please state whether or not you
 was doing business for Hurst & Shelburn in
 the Crab Orchard Lee County Va in the Year 1886.

If So State all you know concerning the
 transactions you had with E Wynn the
 deft in this action.
 Ans.

I commenced doing business for Hurst & Shelburn in Crab Orchard Lee Co Va. Sept 1st
 1886 & continued until May 1st 1887, during
 this time I received an order from Elkanah
 Wynn ^{about Oct 7-86} stating to let E. Brown have goods &
 he would see that I got my pay when Browns
 timber or logs were sold. On this order I sold ^{sold}
 Brown goods to the amount of sixty nine (\$69)
 dollars & some cts. After the log buyers or

Branders came along I went to Wynn and called on him for some money. Wynn acknowledged that Brown's logs were sold, but said that Brown claimed that his account was too large, but said if Brown said so he would pay it. I then went to Brown and got an order from him directing Wynn to pay the entire acct, and presented the same to Wynn and he accepted said order according to the first order he gave. Wynn acknowledged that Brown's logs were sold. The order from Brown to Wynn was merely to satisfy Wynn that Brown was not dissatisfied with his acct. The last time I called on Wynn was April the 2nd 1887
J. F. Witt

Question 2nd by Plff.

Please state all you know concerning a certain due bill you got on E. Wynn.

Ans.

I bought a due bill on E. Wynn about Mch 15. 1887 of Jeff Minter. The amount of said due bill was about \$35.84 and dated Nov. 11th 1886. and had a credit on it of \$25.00. I presented said due bill to said Wynn about March the 28th 1887, and he acknowledged the execution of the same but said he thought he had paid it. The due bill was to be paid when Wynn got his retain money.

Retain money ~~among~~ means an amount held back on logs after they are sold until they are delivered or ^{rolled} in bed of creek.

And further this deponent saith not

J. F. Witt

Also the deposition of J. K. P. Legg taken at the same time and place and for the purpose set forth in the Caption.

The witnesses being of lawful age and first being duly sworn by me deposes and says

Investigation by Plaintiff

Please State whether or not you was present at E. Wiggins on or about the 2nd day of April 1887. If so state what E. Wiggins said as to Wm J. Billy being indebted to him.

Ans. Mr. E. Wiggins stated that Wm J. Billy was owing him for cattle.
And further this deponent saith not.
James K. P. Legg

Also the deposition of Carr Bailey taken at the same time and place and for the purpose in the Caption mentioned. The witnesses being of lawful age and first having been duly sworn by me deposes and saith.

Investigation by Plaintiff.

Please State whether or not you was present at E. Wiggins at any time and heard a conversation between said E. Wiggins and Jasper F. Witt in relation to the payment of an account said Witt had for Hunt & Shelton against E. Wiggins for goods sold to E. Brown on said Wiggins order.

Ans. I was at E. Wiggins house about

the last of March 1887. I heard Wiggins say to Mr. J. F. Witt during the conversation that if Brown said pay the account he (Wiggins) would pay it.

Please state what E. Wiggins stated as to the sale and branding of Brown's logs.

Ans. Mr. Wiggins said that there were 17 of Brown's logs branded and sold at the first branding. Wiggins said that Brown had more logs sold and branded afterwards. Think it was more at the last than the first.
Think it was 25 or 30 logs.
Investigation by Plff

Did Brown have a good lot of logs.

Ans. He did have a good lot of logs but I do not know the number of logs he had. Logs were never branded until after they were sold.

And further this deponent saith not.
Carr Bailey

Virginia Lee County to wit:—

I, John P. Myers, a Justice of the Peace for Lee County, certify that the foregoing depositions were taken before me sworn to and subscribed by the witnesses at the time & place and for the purposes mentioned in the Caption, given under my hand this 12th November 1887.

John P. Myers, J. P.

a letter could not be sent from the
place of service of the notice to the place
of residence of the defendant and
a reply from him back to the said
Richmond & Orr in time for them
or one of them to attend the place
of taking the said depositions.

The notice was served on J. W.
Orr. of Richmond & Orr. on Wednesday
evening at 2 P.M. The 9th and Saturday
the 12th fixed as the day of taking
the depositions.

Richmond & Orr.

^{reading of said}
~~These~~ depositions ~~are~~ excepted to, for want of
 sufficient notice, the defendant being a non-
 resident, residing in the State of Ky about 30 miles
 distant from the office of Richmond & over, ^{his atty.} on whom
 the notice was served on Wednesday evening at
 2 o'clock P.M. so that by ^{and ordinary} due course of mail
 (over)

Charles H. Hadden
 Esq.

Dec 10 -
 1887

J. J. Hadden
 Esq.

Dec 10 from J. J.
 before whom taken
 and filed Dec 14/1887

J. J. Hadden
 Esq.

Dec 10 from J. J.
 on motion of J. J. Hadden
 Dec 10/1887

On

J. J. Hadden
 Esq.

Dec 10 -
 1887

\$4.70

1 The State of Texas, }
2 County of Parker } I, Thos A Wythe
3 Clerk of the County
4 Court of Parker County, Texas, have
5 on this the 23^d day of March 1888,
6 at the County Clerk's Office, of the
7 County of Parker State of Texas,
8 taken the Oaths of Carr Bailey,
9 to certain interrogatories propounded
10 to him by the Plaintiff in a certain
11 Cause pending in the Circuit
12 Court of Lee County State of Virgin-
13 ia, wherein, Hurst & Shelburn
14 are plaintiffs & Elkanah Wynn,
15 and others are defendants.

17 The Witness being of lawful age
18 and after first being by me duly
19 sworn deposeth and saith as
20 follows:

21 Question 1st by Refs.

22 Please state whether or not
23 you ever heard Asst. Elkanah Wynn
24 say anything about selling the logs
25 which he had of E. Brown's to pay
26 the debt in controversy to Hurst &
27 Shelburne?

28 Ans.

29 I was present about March 1886,
30 when a conversation took place between
31 J. F. Will and Defendant Elkanah
32 Wynn. Wynn stated in the con-

version that the first time the
browners or log buyers come
along, they 17 of Brown's logs ~~were~~^{were}
sold or branded and that the
second time they came 25, or
more, were branded or sold,

Question 3rd by Ref.

Please state whether or not
Brown's logs were a good lot, and
what such logs usually brought
when sold?

Ans.

Brown had a good lot of logs,
and such logs were then selling
for, from three to five dollars each,
on the Clover Fork, where these logs
lay.

And further this deponent
sayeth not.

Carr Bailey

The State of Texas } I, Thos A. Mythe
County of Parker } Clerk of the County
Court of Parker County
Texas, do hereby certify that the foregoing
and answers and depositions were
made before me by Carr Bailey, and
were sworn to and subscribed by him
before me at the County Clerk's Office of
Parker County, State of Texas on the
23rd day of March A.D. 1888,
Given under my hand and



Official seal at
Office in the City of
St. Louis, this the 23rd
day of March 1888.

Thos A. Nystie

Clk County Court, Parker, Co, Mo.

By R. J. W. Hengie

Deputy

1 This deposition is exa^{pt} to, because
2 the same was not taken before any officer
3 authorized by law, having been taken
4 in the state of Texas.
5 Returns & am
6
7
8
9
10
11
12
13
14
15
16

17 Worst & Shelburne

18 as

19 Elkanah Myron

20 Deposition of
21 Leam Bailey

22 Filed March 26/88

23 J. A. Myatt & Co.

Elkanah Wynn

TAKE NOTICE, That _____ on the 23 day of

March, 1888, at The Clerk's office of the County
Court of Parker County Texas, at town
of Weatherford in said County & State
will proceed to take the deposition of Carr Bailey

which, when taken, are intended to be read as evidence on our behalf in a certain suit in Chancery
now pending in the Circuit Court of Lee County, State of Virginia, in which
we are ~~plaintiff and you~~ plaintiff and
you and others are defendants.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the
taking thereof will be adjourned from time to time, and from place to place, until completed.

Feb. 29, 1888

Very Respectfully,

Hurst & Shebourn

we accept legal ~~service~~ of
the within notice. Feb 29/888
Richmond & Co. attys
for Deft.

Shurt & Shelburn

Justice

E. Chapman

W. C. Cook

The Deposition of Elisha Brown
Taken at William R Baileys Stone
House in Harlan county Kentucky
on Clowenforks of Cumberland River
on the 19th day of March 1888 pursuant
to notice To Be read as Evidence in
a suit in chancery now pending in
the circuit court of Lee county Va
in which Hurst & Shelburn are
Plaintiffs and Elkanah Wynn &
others are defendants The said Elisha
Brown Being a witness of Lawfull age
and first Being duly sworn deposes &
says I have not sold The Timber To
pay the Hurst & Shelburn order But
i authorized E Wynn To sell it for me
But i do not know whether it is sold
or not The last time i past last
Summer or fall The place The Timber was
lying there Witt said it was a queen
order The Timber might never Be sold
But i Recand i will Rest it i nearly
~~I had~~ heard the Timber was sold when i told
em Witt There wear some of the logs there
some 3 or 4 weeks ago the last time i passed
there. i put in some 90 logs or
more in Clowenfork i mean on the Banks
But i was not closer To them when i passed

There a Bout 40 yards there was some
40 or 50 logs there then that i knew
I turned over all the logs i had to
Defendant to pay the debt now in
controversy. Part of the logs was washed
away before they was sold i found
20. or 30 after they washed off a long the
River these logs was half mine &
the other half was Elkanah Wynn
i owed the said E Wynn some and
said Wynn was to pay him self
out of the first timber that was
sold out of these logs ~~a~~ before mentioned
Before Witt was to have his pay
i saw these logs on the Banks after
the Branded logs was Roled in the
River a bout last christmas i made
a contract with the said Wynn i gave
him the Balance of the logs to pay
the debt in controversy
and further this Depoent saith and Elisha ^{his} + Brower
marks

and Elkanah Wynn an other witness
of lawfull age and Being first duly
sworn deposes & ~~says~~ says he sold the
Gilley note to Wm E Wynn before the
Brower debt was made. This is the same

erote i Told Col Slump & Folk Gegg
i got from W. J. Gilley & others for cattle
and the reason my son left it with
me he said he thought Mr Gilley would
come there to pay it the winter due
Bill is august i Told Witt i would not
pay it, as to the Brown Debt he had
the timber on the Banks that i gave
Brown half to Banks the timber and
out of Browns half he was to pay me
what he owed me before any of it
was paid on the Witt order i Told
Witt that some of our logs was sold
and if they was any thing was over
after my Debt was paid i would pay
the Balance over to him on the
Brown order But i find they was
not a nough to pay me of the logs. sold
at the time that Col, Slump & Folk, Gegg &
Green Thuff & W. J. Shoemaker was at my
house with Gasper Witt i Told Witt
the logs was not sold ~~but~~ and ^{the} Debt
was not to Be paid untill the logs
was sold & Witt ^{said} if the logs was never
sold the debt would never Be paid
and i said no. he said it looked
hard to never get his pay i Told him
he aught not made such a contract

i further state that i did not acknowledge
the minutes due Bill To Witt nor
no Boddy else To Be just
a Bant last Christmas i took Browns
logs and was to pay The ~~Deft~~
Brown order in controversy
i have since paid The Brown order
and Took a Receipt for the same and
have filed it with these Depositions
and further this Deponent saith not
Elkanah ^{his} + Wynne
marks

and William J Shoemaker an other
Witness of Lawfull age and Being
Solely sworn Deposes and says i was
at the Defendants House When Col slump
J. H. F. Legg + Jasper Witt come Thier i herd
Deft say he would pay Witt When
the loggs were sold according to contract
and if the logs are never sold The Deft
is never due Witt said it looked hard
never to get any pay and Deft told him
he aught not to make such contracts
i do not Remember to have heard
Deft say To Witt if Brown says pay
The Deft i will pay it i herd Deft
tell me Witt that he Deft did not

owe the winter Due Bill and would
not pay it and further this Deponent
saith not William J. ^{his} Shoemaker
_{marks}

and Green Huff are other witnesses of
lawfull age and Being duly sworn
Deposes and says i was at the Defts
house when col. Slomp & J H & Jegg &
~~Wm~~ J Shoemaker & others were there
Col Slomp went to pay Defendant
~~some~~ money and said to Deft can
you do any thing for these Boys
that is J H & Jegg and Jaspe Witt and
Mr. Wynne told them he could not
pay them. That Browns logs had not
been sold yet or not all of them
i am not certain which he said
Witt said he wanted his money, Wynne
said when Browns logs are sold
i will pay the Brown order to you
and further this Deponent saith not
Green Huff

and William C. Wynne are other
witnesses of lawfull age and Being
duly sworn Deposes and says
winter brought the due bill in contravention
to me and I paid him \$25-00 on it

i then ^{saw} Elkanah Wynn he said not
to say any more on it he never gave
any such a Blue Bill. i afterwards saw
Samuel Oakley present the same
Blue Bill To the Dept and he said it
was not just and would not say
it i said Elkanah Wynn for the
Gilley note in October 1886
it was assigned By him to me
Novr the 2nd 1886 and i left the
note with him and he has had it
ever since only once when i
took it over for collection i have
kept the Books for me and E Wynn
of our logs that has been sold
i find 17 logs of Brown & Wynn
has been sold those logs was
Partnership logs our logs Brought
a Bant \$2.40 per log the Rest of the
Brown logs was not sold untill last
winter When E Wynn Bought them
to pay the Brown order i filed
my Gilley note with my former
depositions the Defendant assigns
his name By mark

W. C. Wynn

I William R Bailey Examiner for
Harlan County Kentucky Do certify
that the foregoing Depositions of
Elisha Brown and Elkanah Wynn and
William J Shoemaker and Green Haff &
William C Wynn was taken ~~before~~
and subscribed and sworn to before
me at the time and place and for
the purpose mentioned in the
caption that said Depositions were
sealed up by me and deposited in
the mail directed to the Clerk of
the Circuit Court of Lee County Va
with out Being ^{out} of my possession
or changed or altered after they were
taken given under my hand
This the 19th day of March 1888

William R. Bailey. Examiner

Elisha Brown. Claims 1 day	\$1 00
Elkanah Wynn - - - -	1 00
William J Shoemaker	1 00
Green Haff	1 00
Wm C Wynn	<u>1 00</u>
	5 00
Examiners fee	<u>3 00</u>
	8 00
Mailing & Postage	<u>12</u>
	8 12

The within depositions are accepted
to because not taken by any
officer authorized by law, and because
taken without notice - April 3, 1888
A. L. Pridemore

Depositions
Hunt & Shelburn
Plaintiffs
vs
Wynn & others
Defendants
Received by Reg.
letter & filed March
23rd 1888.
J. C. Wyatte.

Cost of Depos. \$8.12

The deposition of J F Witt taken at the store-
house of Hurst & Shellen in Lee County State of
Virginia on the 10th day of March 1888. Which
is intended to be read as evidence on behalf
of the Plaintiffs in a certain action now pending
in Chancery in the Circuit Court of Lee County Virginia
in which Hurst & Shellen are Plaintiffs and Elkanah
Wynne & others are defendants. The witness being of lawful
age and after first being duly sworn deposes and says
as follows.

Question 1st by Plff.

Please state whether or not you done business
for Hurst & Shellen in 1886.

Ans.

I was doing business for Hurst and Shellen
and in the first of Sept 1886 I commenced selling goods
for them in Crab Orchard Lee County Va.

Question 2nd by same.

Please state all you know in relation to
the order Elkanah Wynne gave one E. Brown
to you for goods and the conversation Wynne had with
you afterwards about the same.

Ans.

About Oct. the 9th 1886 I received an order from
Elkanah Wynne stating to let E. Brown have goods & he
would see that I got my pay when Brown sold his timber
or logs. Now this order I sold said Brown goods to the
amount of \$67.74. As soon as the branders or

log buyers came along I went to said Wynn
and called on him for the amount that E Brown
had traded. Wynn told me that Brown had only
17 logs branded or sold and he would like for me
to wait with him till the branders came again &
he would give other orders to me and I promised
to do so. The second time the branders or log
buyers came along I went to said Wynn again
and called on him for the money. He said that
Brown had more logs branded or sold, but were not
all branded yet. I think he said Brown had 25 or 30
logs branded or sold the last time the branders or log
buyers were there. He also told me that Brown said
I had him charged with too many goods, but if Brown
said for him to pay this debt he would pay it, other-
wise he would not. I then went to Brown and got an
order to said Wynn for the amount which he (Brown)
had traded & Wynn accepted the order according to
the previous order which he had given. This last order
from Brown was merely to show Wynn that said
Brown was satisfied with his account.

Brown had a good lot of logs, and such logs I think
were then selling at three to five dollars each.
(\$3.00 to \$5.00). Though they might not brought quite so much.

I western 3rd by Plaintiff

Please ^{state} what you know about the due bill
you bought from one Minter on E. Wynn?

Ans.

I bought a due bill Minter on E. Wynn - I
think \$35.54 with a credit endorsed on it of \$25.00.
I presented the due bill to said Wynn and he

acknowledged the execution of the same, but said
he thought he had paid it.

I western 4th by Plff.

Now please state whether or not
425 logs at the price such logs generally brought
would bring a sum sufficient to pay the amt
claimed by Hunt & Shellen in their suit against
Wynn?

Ans.

I believe they would bring more than
enough to pay this debt at the prices they
were selling at at that time.

~~And further this defendant says~~
~~not~~

& examined by Defts Counsel.

Did you write your deposition yourself?

Ans. I did.

Question - When & where did you have the conversations
with Mr Wynn you detail?

Ans. Once at his own house & once above
his house on the Cloverfork I cant give
the exact date.

Question - When did the last one occur?

Ans. Near the 28th of March 1887.

Ques - Who was present at these conversations?

Ans. ~~at one time~~ The last time Col. Golding
& Polk Legg was present. I dont remember
any one else present at this time.

Quest. - Did not Mr Wynn tell you on that occasion that
Mr Brown's logs had not been sold but that he would
pay the order when they were sold, for said Mr Brown

was satisfied with the account?

Ans. He said if Brown said pay it he would otherwise he would not. He said part of the logs had been branded or sold & he would look up or measure up & see what the logs come to & if they were sufficiency sold he would pay the debt, & if I would get an order from Brown he would except the order & pay the debt.

Ques. Did you get this second order and if ^{so} when & how did Mr Wynn accept it?

Ans. I got the order the same day & he ~~accept~~ accepted the order according to his previous order.

Ques. Did or not Mr Wynn tell you on the occasion you speak of, the last one, that Mr Brown & he had some logs in partnership and that Brown owed him some that was to be paid first out of the proceeds of the logs?

Ans. I can't remember any thing definitely about it but it seems like Mr Wynn had some talk about some partnership logs that he & Brown had.

Ques. Did you not state in your former deposition taken in this cause by Dept. ^{Wynn said on this occasion} that the branders had come along and had culled Brown's logs & he only had 17 branded, and that you would have to wait until you all could see further?

Ans I did not say any such a thing.
Ques - Did you not state in that deposition that Mr Wynn said he had ~~had~~ to furnish Breun some provisions?

Ans I dont remember now that I did.
Ques - Did you not state in that deposition that Mr Wynn gave as a reason for not paying the hunter due bill, ~~that~~ ^{that} he thought he had nearly paid it and another man had it there a few days before?

Ans I dont remember whether I stated it or not. But Mr Wynn did say that an other man was there a few days before & he thought ~~he~~ ^{he} ~~was~~ ^{had} payed it.
Ques - Do you or not now remember that Mr Wynn when you presented the due bill told you he knew nothing about it, and would not pay it, and told you Hunter had sold some logs on which there was some retain money coming to him and that you had better look after that?

Ans That is one part I do not remember.
Ques - Was Breun's logs over or under average logs?

Ans They were average logs of that country.
Ques - What were average logs worth?

Ans They were worth from \$3. To \$5.00 ^{I think}
Ques - Did you or not state in your former deposition that average logs were worth from \$2.75 to \$3.00
Ans I do not remember now the amount I said in my former depositions but

I tried to put them low enough as I knew the logs would bring the debt at the lowest figures if they were as many Brown & sold as Mr Wynn said they were, I did not try to give the exact price of each log.

Ques. - Then how is it that you saw put these logs at from \$3.00 to \$6.00?

Ans. From supposition & what others said they got for these.

Ques. - Are you certain you ever saw the Brown logs?

Ans. I saw logs that Brown himself & other men said was his.

Ques. - Where were they and were they the logs to pay this debt?

Ans. They were about one & half miles above Mr Wynn's on the left bank as you go down the Cloverfork as to whether they were to pay this debt or not I don't know.

Ques. - Why did Mr Wynn accept the second order according to the former order which was to be paid when timber was sold, if the timber had ^{been} as you state, then sold?

Ans. I don't know what motive he had in it.

Ques. - Did you ever state in your former deposition that the last conversation you had with Mr Wynn about the order was Apr 2nd 1887?

Ans. I don't now remember, whether I did or not.

Ques. - Was not your examination in chief in this deposition written before the Justice sat for the purpose of taking your deposition, and if so when & where was it written?

Ans. It was, it was written here last night in the presence of Mr Hurst Plaintiff.

Do you or not remember that Carr Bailey Green Huff & Mr J. Shumaker were present during the conversation you had with Mr Wynn when Col. Hemp & J. R. P. Legg were present?

Ans. As to Carr Bailey they was not there as to the others I don't now remember.

Ques. - Did you not state in your former deposition that Mr Wynn stated to you ^{on this occasion} in presence of Carr Bailey that Brown claimed that his account was too large?

Ans. He did not but on an other occasion he did but I don't remember the exact day of the other occasion but believe it was in March. I do not now remember whether I so stated in my former depositions or not.

And further this Deposition Day with
J. S. With

Virginia, Lin County, to wit:

I, V. H. Kelly, Commissioner in Chancery in and for the County Court of Lin County, Virginia, do hereby certify that the foregoing Deposition of J. S. With was taken pursuant Notice, to be read for the purpose stated in the Caption, and that the same was duly subscribed

and swims to before me. This March 10th
1888.

V. W. Kelly Comr

Genl. H. H. H. H.

20 m
2/10

C. H. H. H.

Recd through the

mail in good con-
dition and filed

March 13th 1888.

J. H. H. H.

Cost of H. H. H. 2.50

J. F. Mitt
Deposition of ~~John~~ ^{J. F. Mitt} Taken at J. F.
Newmans Storehouse on the ~~20th~~ day of
December 1887 to be read as evidence in
behalf of defendants in a certain suit in
chancery now pending in the circuit court
of Lee County Virginia which Hurst and
Shelburn are Plaintiff and Eleanor Wynn
& others are defendants —

And ^{witness} in Answer to Questions states after
being ^{by} duly sworn by me,

Question 1st

By Defendant

What is the reason that Eleanor Wynn
refused ^{to} pay the due bill filed now in
the clerks office of Lee County in the
above suit

Ans

Mrs. E. Wynn said he thought he had nearly
payed it, and ^{that} another man had it
there a few days before. This was at E. Wynn
house in Harlan County Ky. This is the
only time and place that I now recollect
mentioning the due bill to Mrs Wynn

Question 2nd By Defendant

What did E. Wynn say to you about the
the Brown order that was to be paid when
the timbers was sold —

Ans

He said the branders had come & culled
Browns logs & he only had seventeen logs
branded & we would have to wait till

This was about
Dec 1884

2

Ques 3rd

till we could see further —
what did Defendant say to you about
Brown owing him money that had to be
paid first out of his logs —

Ans

I recollect he said he had to furnish Brown
some provisions

Ques 4th

State what Defendant said to you after
the conversation to you at his house
about the 28th of March 1887 when Carr
Bailey was present —

Ans

He said that Brown said I had him
charged with more goods than he got that
his debt was too large, but he would
pay it if Brown said so but if Brown
said for him not to pay it he would not
& also said Browns logs was not all brand-
ed yet that they had culled them —
at another time defendant said that he
would see if they were a sufficiency of logs to
be branded or sold to pay this debt he would
pay it & if we got it out of him any sooner
than that we would have to law it out of
him for we could not scare or coax it
out of him. but said if I would get an
order from Brown he would accept the
order. ^{I got one &} When I presented the order he
accepted it according to another order

he gave Oct the 9th 1886.

Quest: What did you tell Defendant E Wynn when he come to see you about the goods that Brown had got,

Ans I told him he had got some forty or fifty dollars worth I thought but I was not positive for his Acct was not footed up. He told me not to let Brown have no more on his credit which I did not. Brown was never at the store any more that I remember of.
Crossed Examined by

Plaintiff

Question: What ^{did} ~~would~~ average logs usually Brought Bring

Ans From two Dollars & 75 cts to \$3.00
And further this deponent says not
J. F. W. A

Also the deposition of Green Huff
taken at same time & place and for
the same purpos mentioned in the
caption after being duly sworn
he deposeth and says

Ques 1st What was said By Mr J. H. Will at J. E. Wynn
at defendant's house in Harlan County Ky
the time Col. Slemph Polk Legg & Shoemaker
& others were there—

Ans When they come Col Slemph had some
money for defendant when Col went to
pay defendant Col asked defendant if
he could do any thing for these boys &
Mr Wynn told them he could not pay
them. Brown's logs has not been sold
yet or not all of them. I am not certain
which he said— Will said he wanted
his money. Def said ^{logs was sold} when Brown ^{the Brown order to} ~~had~~ ^{him} he would pay Will. And further
he says not

Green Huff

Also the deposition of W. C. Wynn taken at the same time & place & for the same purpose mentioned in the caption witness being first sworn he deponeth & says

Ques 1st By def^t What do you know about the Minter Duebill

Ans Minter brought it to me & I paid him twenty five dollars on it I then saw E. Wynn & he told me not to pay any more on it, that he never gave any such a duebill, afterwards I saw Samuel Oakley have the same duebill which is filed in the papers of this suit & I told Oakley he did not owe Minter anything.

Ques 3rd By def^t What do you know about the note that Hurst & Shelburne Attached and executed to Carter Winn by Wm. J. Gilly Chadwell B. Howard & J. E. Hobbs. Dated Sept 21st 1886 Due twelve months after date

Ans I paid Wynn for it in Oct 1886 and it was signed over to me Nov 2nd 1886 & I left the note with him & he has had it ever since only once when I brought it over to see Gilly for collection

Ques 3rd

What do you know about Brown order
& contract & logs { Plaf objects to the question
to the timber or telling

Answer,

Ques 3rd Do you know whether Browns timber
that was to pay this debt ~~is~~ sold or not

Ans I do not.

Ques 4th Did you hear Brown give me ^{def} up
timber to sell to pay this debt,

Ans I heard him tell you ^{def} that he could
have ^{his} timber to sell to pay this debt.

Ques 5th Do you know when Deft got this note
from J. W. Orr his Atty that the Plaintiff
would take the depositions at Hurst
store on the 12th of Nov 1887 that is
now filed in Clerks office

Ans Ans he got it out of the Postoffice
Nov 27th 1887.

Cross Examined by Plaintiff

Ques 1st By Plaintiff

Was any of the Plaintiffs or there agents
present when any of the conversations
in Referance to the Winter due bill
spoken of either by witness and defendant or Oakley
& Mr Wynn

Ans No sir not as I know of

Ques 2nd Did you ever notify Mr Wm J Gilly that

you had bought that note before Gilly
 Answered in this suit as a garnishee ^{I do not know when he} ₄

Ans

I never notified him till the month
 of July or August, I am a son of Mr
 E. Wynn the Defendant And the Def
 E Wynn is Perfectly good for all his
 debts, I do not know whether whether

Ans

Defendant got notice of taken depositions
 at hust store before he got the letter
 from J Worr on the 27th of Nov or not

Ans

I do

Question 3rd By Defendant

Is Brown good or not for his contract
~~or not~~

Ans

I do not whether he is or not

Ques

How does Defendant sign his name

Ans

By a mark he cant write his name

W E Wynn

Also deposition of Elisha Brown taken at the same time and place and for the same purpose mentioned in the caption, witness being by me sworn he deposeseth & says

Question: Have you sold the timber ~~you put in~~ ~~on the bank of the river to pay Hurst & Shelburn~~ or not To pay the Hurst & Shelburn order or not

Ans I have not, But I authorized Mr. E. Wynn Defendant to sell it for me, but I do not know whether its sold or not The last time I passed the place it was lying there.

Ques ^{over} II What sort of an order did ~~the~~ ^{Defendant} give you to take Mr Will agent for Hurst & Shelburn & What did he say when you took him the order

Ans He said it was a queer order The timber might never sell but I reckon I will risk it. Did you know this timber was sold

Ans I heard ^{you told Mr Will or did you merely hear it} Crop examined by Plaintiff

Question Did you not tell Mr Will Hurst & Shelburn agent that there had been a sufficient amount of logs sold to pay this debt and more too.

Ans I did, ^{Say} Someway about that. There were some of the logs there some three or four

weeks ago the last time I passed there
I put in some ninty logs or more
in cloverfork of Cumberland River or
I mean ^{on} the bank of the river but I was
not closer to them when I passed than
about ⁴⁰ ~~25 or 30~~ yds there was some forty or fifty
logs there then that I knew —

Ans Did you not turn over all your
logs to defendant to pay the debt in
controversy now—

Ans I did.

Ques & Do you think a man could identify
these logs at that distance

Ans I think I could but I never stoped
when I passed them near by road by—
These logs were good ~~the~~ whole lot of
them

Reexamined by defendant

Ques By defend

Was there any other ^{big poplar} logs that could
have been brought to that place without
being hauled up hill & across the river

Ans No Sir could not.

Question How many of your logs was washed
away & was ~~they~~ ^{they} branded ^{now}
Ans I do not I found some twenty
I did not look for ^{the} brand on the log ^{the} by
along the river ^{they were} big fine logs & further
he says not Elisha ^{his} Brown
Adjourned till nine O'clock Dec 3rd 1887

Dec 3rd Met pursuant to adjournment
 Also The deposition of William J. Shoemaker
 Taken at The same place named in the
 caption on the 3rd of Dec 1887
 Witness being first sworn by me he
 deposes & says

Question 1st

Was you at Defendants house in Harlan
 County Ky When Col Slemm Polk Legg &
 Jasper Will come there

Ans I was —

Ques 2nd What did you hear him say about the
 Browns order

Ans I heard him say he would pay him
 when the logs was sold according to
 contract, and if the logs are never sold
 the debt is never due;

Question 3 What did ^{Defendant} Plaintiff say when ^{Plaintiff} Defendant
 Told him he would not pay him at all
 if the logs was never sold — He said

Ans It looks hard never to get any pay,
 Defendant Told him he ought not to
 make such contracts

Cross examined by Plaintiff

Ques 1 Did you not hear Defendant say if
 Brown said for him to pay this debt he
 would do it. Ans. I do not remember

And further this deponent says not
 William ^{the} Shoemaker
 mark

Also the deposition of Eleanor Wynn
 defendant in this suit taken December
 3rd 1887 taken at the same place mention-
 ed in the caption - Witness being
 first sworn by me he deposes &
 says - That he sold the W. J. Gilly,
 C. B. Howard & J. E. Hobbs note now in
 controversy to William C. Wynn before
 the Brown debt was made and I never
 had no other debt on W. J. Gilly the
 note is filed, with W. C. Wynn's deposition
 This is the same note that I told Col. Slemmons
 & Polk Legg that I got from W. J. Gilly and
 others for cattle and the reason my
 son W. C. Wynn left it with me he
 said he thought Mr. Gilly would come there to
 pay it. As to the due bill mentioned
 in this suit as the Winter due bill I
 know nothing about it I never give it
 nor I never give any one any leave
 to do it as I now recollect I cannot
 write my name I sign by a mark.
 With Plaintiff's agent come to my house
 with a hand full of papers he said he
 had that due bill but I never saw it

I told him I did not owe it and I would
 not pay it it was unjust. The orders that
~~was~~ just I would pay & the others I would
 not. As to the Brown debt that I
 was to pay ^{for} Brown he has the timber, ^{or logs} on
 the river & he has given up some timber
 standing to pay this debt & I intend just
 as soon as these logs & timber is sold to
 pay according to the order I give Brown
 to take to Will Hurst & Shelburne agent
 when he got the goods now in con-
 troversy - I offered to pay Mr Will some
 on the Brown debt & an order from Haining
 Clark some on both debts & he Will said
 pay it ^{all} on the Clark order & let the Brown
 order go to Hell. I also told Will I got
 that some of the logs was sold & if they were
 any over ^{paid} ~~some of the logs~~ himself what Brown
 owed him he would pay it on the Brown
 order or debt And further he says
 not

Cleaner ^{hisly} ~~mark~~ ^{mark}

Virginia Lee County to wit
I V. H. Kelly commissioner in chancery in
afore said county & state do certify that
the foregoing deposition of J. H. Will Green
Huff, W. C. Wynn Olisha Brown W. J.
Shoemaker & Eleanor Wynn was taken
before me and was read to and sub-
scribed by them in my presence at
the time and the place ^{and in the action} mentioned in
the caption the witnesses first being
duly sworn by me that the evidence
given in the action should be the
truth ^{the whole truth} & nothing but the truth and
there evidence reduced to writing in
their presence Plaintiff & defendant
were both present Given under
my hand this ~~2nd~~ December the
3rd 1887

V. H. Kelly Com

Commissioner's Fee \$5.00

Deposition of
E. Brown & others
In the Case
H. & Shelburn vs
J. Wynn

Rec'd from Court,
before whom
taken, & filed
Decr. 5th 1887.

J. A. Hyatt & Co.

Thashed Decr 9/87.
On motion of Defts.
Cm.

I James W Orr of Counsel for E. Wynn
in the Chancery Cause of Hurst & Shelbourn
against said E. Wynn & others, pending in
the Circuit Court of Lee County Virginia,
do solemnly swear that on the 7th day
of November 1887, at 2 o'clock P. M. I
received from Emory Flanery, a notice
signed by Hurst & Shelbourn, and ad-
dressed to E. Wynn, that they would
on Saturday the 12th of Nov 1887, at the
Store house of said Hurst & Shelbourn
in said County, proceed to take the deposi-
tions of Cass Bailey & others, in said
Cause, ^{Said notice is herewith filed marked "X"} and on the next morning Nov
10th 1887, I mailed at Jonesville Va, a letter
to Mr E Wynn informing him fully of said
notice & directing him to be present at
the taking of said depositions. This letter
I addressed to Mr Wynn at his Post office,
Leonard, Harlan County Ky. and requested
Mr Cook the Post Master at Jonesville, to
request the Carrier to tell the Post Master
at Crab Orchard Lee Co' Va, to forward the
same promptly to its destination. Mr E. Wynn
on the 28th day of Nov 1887, came to my
house & told me he had just received my
letter a day or two before that, probably he
said on the day before. So help me God.
James W Orr.

I E. Wynn do solemnly swear that on
the 27th day of November 1887. I received
at my ^{Patt} Office, Leonard, in Harlan County
Ky. a letter from James W Orr, one of my
counsel in the Chancery Cause of Hurst
& Shelbourn against myself & others, pend-
ing in the Circuit Court of Lee County Va.
informing me that he had been served
with notice, by the plaintiffs, that they
would proceed on the 12th day of said
Month, to take the depositions of Carr
Bailey & others, ^{in said Cause,} at the Store house of
Hurst & Shelbourn in said County of Lee,
and directing me to be present at the
taking of said depositions. My son was
with me when I received said letter,
and he broke it open and read it to me,
I can not read writing. This letter was
the first knowledge that I had of the
taking of said depositions, and I started
on that same day to Mr Orr's, and ar-
rived at his house on Monday the 28th
day of Nov' 1887, and informed him
of the time I received his letter &c.
~~So help me God~~ The distance from
Fincsville Virginia by the mail route,
through Crab Orchard, ^{to Leonard my office} is not less than
thirty miles, and the mail from Harlan

County Ky. from my office Leonard goes
over into Va. on Friday, and back on
Sunday, and on Tuesday & back either on
Wednesday or Thursday of each week.
So help me God.

to this
E. W. Hyatt
mark

The foregoing affidavits were sworn
to and subscribed before me by the
affiants. Given under my hand this
6th Decr. 1857 J. A. Hyatt ec

E. Wynn.

ads { Affidavit.

3
Hurst & Shelburne

Mr Elkanah Wynn

You will please take notice that on
Saturday Nov 12 1887 at the Store-house of Hurst & Shelburn
in Lee County Va. We will proceed to take the depositions
of Carr Bailey and others to be read as evidence on
our behalf in a suit now pending in the Circuit
Court of Lee County in which we are Plaintiffs
and if the same be not commenced or if commenced by suit
~~and if the same be not commenced or if commenced by suit~~
~~completed the taking of the same will be adjourned~~
You can attend and cross examine if you
from time to time and from place to place until
Cross-examined.

Nov 4 1887

Hurst & Shelburn

Notes to
take up

Weym

Recd Nov 9th 1887.
at 2 o'clock P.M.

Orr.

X

Virginia Lee County to wit:

This day W. S. Hurst personally appeared before the undersigned and made oath that Elkanah Wynn is justly indebted to said Affiant & L. C. Shelburn doing business as merchants under the firm name and style of Hurst & Shelburn in the just sum of \$80.94, that said firm has present cause of action therefor; that said Wynn is a non-resident of this Commonwealth but has as affiant verily believes estate and debts due him in this Commonwealth. Given under my hand this 21 day of April 1887

James W Orr Commissioner
in chancery for Lee County Circuit
Court

Said Hurst also made oath that Left. Munter & E. Brown are nonresidents of the State of Va. as he is informed and believes.

Given under my hand Apr 21st 1887.

James W Orr Comm
in chancery.

Hurst & Shelburne

vs
Det Affidavit

E. Hyman et al

Filed April 21st 1887

J. A. Hyatt co

I accept the within order to be paid according to order that I gave Oct 9th 1886 to Jasper Witt Apr 2nd 1887.

Witness
J. H. Witt.

Elkanah ^{his} Wynn
mark

A copy from original.

Received of Elkanah Wynn Sixty nine
dollars and Ninety four cents, the ^{face} amount
of an order given by him to Elisha
Brown on us, and which order was to
be paid by said Wynn when said Brown's
timber was sold, and on which order suit
has been instituted by us in Chancery in
the Circuit Court of Lee County Va. But
the payment of the amount of said order
at this time is not to prejudice the right
of either party as to who shall be hereafter
decreed to pay the costs of said suit, the
said Wynn claiming that the said timber
has been sold ^{recently} since the institution of
said suit and the plaintiffs claiming
that it was sold before that time
Jan'y 4th 1888. - This amount is in
no way to prejudice either
party in said suit.

A. L. Pridemore

Atty Gen

Hurst & Shelburne

Jan 4th 1888.

Theriot & Sheddman

of Receipt.

Edward Thompson

Mr. J. F. Witt
Sixty nine dollars
and ninety four cts
(\$69.94) being the
amount I traded on
your account with the
said J. F. Witt
including saddle, bridle
and all. April 2-1887

Witness ^{his} Calisher Brown
mark

J. F. Witt
I accept the within order to
be paid according to order
that ~~was~~ I gave Oct 9-1886 to
Jasper Witt April 2-1887
Witness ^{his} J. F. Witt
mark

"A"

"B"

Oct the 9th 1886
Mr. Jasper Whit
please to let
E. Brown
have goods
and I will
see that it is
paid when his
invoice is sold
E. Coanah (Wm)

Hurst & Shelbourn

against-

E. Wynn et als

Plffs

Defts

In Chancery

I as one of the Counsel for defendant E. Wynn have conversed with said defendant in regard to what he would testify as a witness in said cause, and in regard to what Elisha Braum, Wm J Shumaker, Green Huff, & W. C. Wynn will state as witnesses therein, and that I advised said E. Wynn that the testimony, of said witnesses, and of himself, would be important on the trial of the cause, and that he could not safely try without it. And that there are no other witnesses so far as he knows or has been informed by whom the same facts can be proved.

James W Orr.

Hurst & Shellburn

vs { Statement of
Counsel

E. Wynn et als.

Virginia

In the Clerk's office of the circuit
Court for Lee County, June 21st 1887

Hurst & Shelburn

Deft.

vs

Elkanah

Wynn et al

Deft.

In Chancery

The object of this suit is to recover
against the defendant, ^{Elkanah Wynn} \$80.94 with
interest and the costs of this suit
and to subject to the payment thereof
the debt due from Deft. W. T. Gilley
to said Deft. ^{Elkanah} Wynn, which has
been attached for the purpose, and
it appearing from an affidavit
filed in this cause that the
defendant Elkanah Wynn is a
non resident of this State: It
is therefore ordered that he appear
here within one month after due
publication of this order to do
what may be necessary to
protect his interest in this suit

A. L. Bidmore, D. C.

A Copy

Teste J. A. Soyars

Edward H. Shelburn

Order Pub.
No 2

Elkanah Hymnister

I certify that I
delivered to the Sher-
ald for publication
an office copy of
this order and pos-
ted a like copy
thereof on the do-
or of Lee County
at the July Term 1887
of the County Court

J. A. Hyatt

Mr Elkanah Wynn

You will Please take notice
that on Saturday Nov 12, 1887. at the Stone-
House of Hurst & Shelburn in Lee County Va. We will
proceed to take the depositions of Carr Bailey
and others to be read as evidence on our
behalf in a Suit now pending in the Circuit
Court of Lee County in which we are Plaintiffs
and if the same be not completed that day or if
and you are left at which time and place
you may be suit complete the taking of the
depositions and after said day of Nov 12, 1887
you will be a day from time to time and
please to place until complete.
Hurst & Shelburn

Execute by deliver-
ing a true copy
of the within to
J. W. Orm aty for
Elkanah Wagon
Levee River Thym
being a non Res-
ident

R. D. Flansy
W. for S. H. Ewing S. C.

Mess Hunt & Shelburne.

You will please take notice that on the 19th day of March 1888, at Wm R Bailey's Store house in Harlan County Kentucky, on Clower Fork of Cumberland River, between the hours of 10 o'clock A.M. and 5 o'clock P.M. I will proceed to take the depositions of Wm J. Shumaker & others, which depositions are intended to be read as evidence in my behalf in a certain suit in Chancery now pending in the Circuit Court of Lee County Virginia in which you are plaintiffs and I and others are defendants, and if from any cause the taking of said depositions are not commenced on that day, or if commenced is not completed, the taking of the same will be adjourned from time to time and from place to place until completed.

Mr 10th/1888.

Elkanah Wynn
By his Counsel.

Elkanah Wynn

vs. Notice

³
Hurst & Shelburne

We accept legal service
of this notice.

Mar 10th 1888.

Hurst & Shelburne

Per J. L. Witt Agt.

Messrs Hurst & Shelbourn.

You will please take notice
that on the 2nd day of December 1887, at
the Store house off J. J. Neuman in Lee County
Virginia, I will proceed to take ^{the} depositions of
Elisha Brown & others, which depositions
are intended to be read as evidence in ~~my~~
behalf ^{of defendants} in a certain suit in Chancery now
pending in the Circuit Court of said County,
in which you are plaintiffs and I and others
are defendants, and if from any cause the
taking of said depositions is not completed
on that day the taking of the same will
be adjourned from day to day and from
place to place until completed.

November 28th 1887.

Elkanah Nym,

By his Counsel

Elkanah Wain
vs { Notice
Hurst & Shellbourne

Executed by
delivering a copy
of this notice to
Wm Hurst

Nov 1st 1887

R. S. Salas, S. S. 100

S. H. Goring, S. S. 6

The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting:

WE COMMAND YOU to summon

Elkanah Wynn, E. Braun
Left Wmter & Mr J Gilley

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House
on the first Monday in *May* next, being Rule Day, to answer a

Bill in Chancery exhibited in our Court against *them*, by *Mr S Hurst*
& L. C. Shelbourn merchants and partners trading under the
firm, name and style of Hurst & Shelbourn.

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said
Court, at the Court House, this *21st* day of *April* 188*7* in
the *11th* year of the Commonwealth.

John A G Hyatt Clerk.

A Copy Teste:

Thurst & Shelleburn
vs 3 Spa in chy.
Elkanah Wynn

May Rules 1887.

Executed by leav-
ing an attestation of
five copy with com
J. Giller - estate
22^d April 1887-

Elkanah Wynn &
Left Brown and
being found they
being non residents
April 23^d 1887
H. S. Selamany, S.C.L.

The proper affidavit having been made the
officer serving this process will attach the
debt due from the Willeys to defendant
Elkanah Wynn and the same in his hands
so attached is secure and precise that the same
may be forthcoming & liable to the future order
of the Court.

John H. G. Abbott Clerk

The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting:

WE COMMAND YOU to summon

Alkanah Wynn E. Brown,
Left Winter + Wm S Gilley

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House
on the first Monday in *May* next, being Rule Day, to answer a

Bill in Chancery exhibited in our Court against

them, by *Wm S Hurst*
+ L. C. Shelbourn Merchants + partners trading under the
firm name and style of Hurst + Shelbourn

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said
Court, at the Court House, this *21st* day of *April* 188*7* in
the *11th* year of the Commonwealth.

John A G Hyatt Clerk.

A Copy Teste:

John A G Hyatt Clerk.

The proper affidavit having been made the officer serving this process will attach the debt due from Mr J Gilley to defendant Alkanah Wynn and the same in his hands so attached so secure and provide that the same may be forth-coming & liable to the future order of the Court.

John A G Hyatt, Clerk.

The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting:

WE COMMAND YOU to summon

Elkanah Wynn E. Brown
Left Minter & Wm S Gilley

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House
on the first Monday in *May* next, being Rule Day, to answer a

Bill in Chancery exhibited in our Court against *them*, by *Wm S Hurst*
& L. C. Shelbourn Merchants & Partners, trading under the
firm name and style of Hurst & Shelbourn

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said
Court, at the Court House, this *21st* day of *April* 188*7* in
the *14th* year of the Commonwealth.

A Copy Teste :

John A G Hyatt Clerk.
John A G Hyatt Clerk.

The proper affidavit having been made the officer serving this process will attach the debt due from Wm T Gilley to defendant Elhazrah Wynn and the same in his hands so attached so secure and provide that the same may be forthcoming & liable to the future order of the Court.

John A G Wyatt, Clerk.

The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting:

WE COMMAND YOU to summon

Left *Winter & Mr J Gilley* *Elkanah Wynn, E. Brown.*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House
on the first Monday in *May* next, being Rule Day, to answer a

Bill in Chancery exhibited in our Court against *them*, by *Mr S Hurst*
J. L. C. Shelhorne Merchants and partners trading under
the firm name and style of Hurst & Shelhorne

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said
Court, at the Court House, this *21st* day of *April* 188*7* in
the *111th* year of the Commonwealth.

A Copy Teste:

John A G Hyatt Clerk.
John A G Hyatt Clerk.

The proper affidavit having been made the
officer serving this process will attach the writ
due from Mr J Gilley to defendant Elkanah
Wynn and the same in his hands so attached so
secure and provide that the same may be
forthcoming + liable to the future order of the
Court.

John A G Hyatt. Clerk.

Jonesville V⁹ Aug 22/87
I Jeff Duff Editor and
Publisher of the Virginia
Herald, a weekly newspaper
published in Jonesville Lu
county V⁹ do certify that
the annexed Chancery order
has appeared four times
in weeks in said paper
Ending July 15th 1887
Jeff Duff
Publication for \$5.00

Virginia: In the clerk's office of the cir-
cuit court for Lee county, June 21st 1887
Hurst & Shelburn Plt,
VS
Elkanah Wynn et al Deft } In Chcy.

The object of this suit is to recover
against the defendant, Elkanah Wynn
\$90.94 with interest and the costs of this
suit and to subject to the payment there-
of the debt due from Deft W. T. Gilley
to deft. Elkanah Wynn, which has been
attached for the purpose, and it appearing
from an affidavit filed in this cause that
the defendant Elkanah Wynn is a non
resident of this state: It is therefore, or-
dered that he appear here within one
month after due publication of this order
to do what may be necessary to protect
his interest in this suit.

A copy

Teste, J. A. G. Hyatt, C C
A. L. Pridemore, p q

Hurst & Shelburn
V. J. Dub. certificate
Elkanah Wym et al

Order of Publication

Fee \$5⁰⁰

A. L. P.